

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: December 17, 2003

Division: Management Services

Bulk Item: Yes ☒ No ☐

Department: Administrative Services

AGENDA ITEM WORDING: Approval of consent to subcontract dental services with Rural Health Network of Monroe County, Inc.

ITEM BACKGROUND: Contract with Rural Health Network for primary health care services includes dental services. These services are subcontracted out to Christensen Hsu, a dentist. Original contract prohibits assignment or subcontracting without Commission approval.

PREVIOUS RELEVANT BOCC ACTION: Approval of contract Oct 2003.

CONTRACT/AGREEMENT CHANGES: consent to subcontract

STAFF RECOMMENDATION: approval

TOTAL COST: \$150,000.00

BUDGETED: Yes ☒ No ☐

COST TO COUNTY: \$150,000.00

SOURCE OF FUNDS: ad valorem taxes

REVENUE PRODUCING: Yes ☐ No ☒

AMOUNT PER MONTH _____
YEAR _____

APPROVED BY: COUNTY ATTORNEY ☒ OMB/PURCHASING ☐ RISK MANAGEMENT ☐

DIVISION DIRECTOR APPROVAL: _____

Sheila A. Barker
Sheila A. Barker

DOCUMENTATION: INCLUDED: ☒ TO FOLLOW: ☐ NOT REQUIRED: ☐

DISPOSITION: _____

AGENDA ITEM #: **C24**

CONTRACT SUMMARY

Agenda Deadline: 12/02/03

450

CONSENT TO SUBCONTRACT DENTAL SERVICES

This consent to subcontract is made and entered into this _____ day of December, 2003, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as "Board," and the RURAL HEALTH NETWORK OF MONROE COUNTY, FLORIDA, INC., hereinafter referred to as "PROVIDER."

WHEREAS, on October 15, 2003, the parties entered into an agreement whereby the PROVIDER is to provide health-related services to the disadvantaged citizens of Monroe County (the original agreement); and

WHEREAS, paragraph 12 of the original agreement prohibits the assignment or subcontracting of any of the PROVIDER'S duties and obligations under the original agreement without the consent of the Board; and

WHEREAS, the PROVIDER desires to subcontract the provision of dental services in Monroe County to Christensen Hsu; now, therefore,

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. The Board consents to the PROVIDER subcontracting the provision of dental services in Monroe County to Christensen Hsu, according to the terms and conditions of the agreement between the PROVIDER and Christensen Hsu. A copy of that agreement is attached to this consent to subcontract agreement as Exhibit A and is hereby made a part of this consent to subcontract agreement. The Board agrees to reimburse the PROVIDER for the survey provision of dental services in Monroe County according to the terms set forth in Exhibit A, subject to the maximum amounts set forth in the original agreement paragraphs one and three and subject to the PROVIDER furnishing reimbursement documentation satisfactory to the Clerk of the Circuit Court.

2. Except as provided in this consent to subcontract agreement, paragraph one, in all other respects the terms and conditions of the parties' original agreement remain in full force and effect. This consent to subcontract does not release or waive the obligation of the PROVIDER to see that its duties and responsibilities under the original agreement are satisfactorily performed.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman

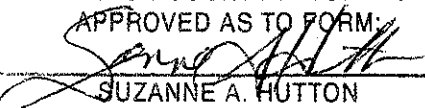
RURAL HEALTH NETWORK OF MONROE COUNTY, INC.
(Federal ID No. _____)

By _____
President

By _____
Director

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM:


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 12/3/03

CONTRACT AND AGREEMENT FOR DENTAL PROFESSIONALS

This agreement is made on the between the RURAL HEALTH NETWORK OF MONROE CO., FL, INC.,
Post Office Box 4966, Key West, FL 33041-4966, hereinafter referred to as RHNMC and

Christensen Hsu, hereinafter referred to as the Provider, and whose tax ID and/or social
security number is 557-35-7265, and whose address is 24 Jade Dr., #14 Key West FL
33040

Now, therefore, in consideration of the mutual promises passing between the parties, there agrees as follows:

1. RECITAL: RHNMC was created to improve the quality of and access to health care available to the residents of Monroe Co., FL. RHNMC desires to engage the services of the Provider and the Provider is agreeable to rendering services for RHNMC.
2. TERM OF AGREEMENT: RHNMC agrees to contract with the Provider from July 3, 2003 until July 3, 2004, and through the following schedule: (days/hours to be worked) 3 days / 8 hours. It is understood and agreed by both parties that intermittent absences by the provider for professional or other reasons shall not necessarily alter or terminate this agreement. However, such intermittent absences shall not be compensated. It is the good faith intention that this agreement will continue until otherwise ended by either party. Any renewal agreement, as applicable, shall be in writing. Unless there are changes in the existing contractual conditions, renewals and/or amendments may be accomplished by attaching a statement (by signatures) the parties' agreement to renewal and/or amend and its duration (by dates)..
3. RIGHT TO TERMINATE: RHNMC reserves the right to immediately terminate this agreement if the Provider fails to perform consistently with the terms of this agreement or operate the program in conformance with all requirements. RHNMC reserves the right to terminate this agreement if funding sources are decreased or discontinued. Notwithstanding the above, at any time either party may terminate this agreement by providing to the other party a minimum of thirty (30) days written notice.
4. DUTIES: During the term of this contract and agreement or any extension thereof, the Provider shall provide oral health care services for clients served by RHNMC for those days and/or hours specified by this agreement. Those services may include screenings/exams, cleanings, x-rays, fillings, extractions, sealant services, dentures (partial and full), as well as "simple" endodontics and periodontal procedures. Emergency care, infection control and oral pain management may also be offered. By striking through any of the procedures listed above and by the initials placed beside each strike by the Provider and the RHNMC representative, the Provider indicates his/her unwillingness or inability to perform this/these service(s) and that RHNMC is agreeable to that/those specification(s).. And/or, the Provider elects to provide the following lists of services and procedures.
5. LEGAL REQUIREMENTS AND DENTAL CARE PARAMETERS: The Provider expressly agrees that he/she shall comply fully with the licensure grant requirements as set forth by the Board of Dentistry for the State of Florida, and by the parameters recommended by the American Dental Association and protocols adopted by RHNMC. These parameters will be made available in writing to the dental professional by RHNMC. The Provider shall provide RHNMC with a copy of current licensure and subsequent copies of all renewal of licensure, as applicable.
6. (As Applicable) COMPLIANCE WITH FS 466.0285. RHNMC and the Provider mutually agree to abide by the stipulations contained in FS 466.0285. In that regard, the Provider shall not be considered an employee of RHNMC, and shall act as an independent agent and licensed dental practitioner under the laws of the State of Florida. In addition, RHNMC will not interfere, control or direct the clinical judgment of the Provider. Finally, RHNMC will exercise no control over any dental

equipment or materials to be used for any and all dental procedures, but will maintain the equipment in good working order, as directed and/or advised by the Provider.

7. **DISBURSEMENT OF FUNDS:** The following funds shall be allocated by RHNMC to the Provider for the services provided pursuant to this contract and agreement: The full time equivalent (fte) of \$100,000 per year, but at 0.6 fte, or 24 hours per week, payable semi-monthly (15th and 31st of each month). RHNMC and the Provider both agree that based on client or organizational need, this fte may be increased by mutual consent, and so noted in an amendment to this document.

The Provider agrees to sign over through appropriate documentation, all receipts from Medicaid, Medicare, third party insurance billings, FL KidCare reimbursement and FL Medi-Pass to RHNMC for professional services performed and claimed under this agreement and in RHNMC operated facilities.

8. **RECORDS:** The Provider agrees to record all information relevant oral health services performed and consultations provided, as applicable. RHNMC will maintain and retain all such records for a period of ten (10) years from the date of the termination of this agreement.
9. **LIABILITY INSURANCE:** The Provider shall maintain his/her professional liability insurance but such expense shall be paid by RHNMC as a reimbursement.
10. **INDEMNIFICATION:** RHNMC shall indemnify the Provider and hold him/her/it harmless against all claims, actions, liabilities, judgments and settlements, including (but not limited to) personal injury or death of any person, or for physical damage to or destruction of property, as well as any and all related expenses, including attorneys' fees and other legal costs, concerning any actual or alleged negligence, error, omission, or act of RHNMC or any of its employees, agents, contractors, or designees for the duration of this contract and/or employment, and in perpetuity.

The Provider shall indemnify and hold RHNMC harmless against all claims, actions, liabilities, judgments and settlements, including but not limited to personal injury or death of any person, or for physical damage to or destruction of property, as well as any and all related expenses, including attorneys' fees and other legal costs, concerning any actual or alleged negligence, error, omission, or act of the Provider or any of his/her agents, employees, contractors, or designees for the duration of this contract and in perpetuity.

11. **AGENCY:** The Provider shall have no authority to enter into any contract binding on RHNMC, or to create any obligations on the part of RHNMC, except as shall be specifically authorized in writing by RHNMC.
12. **DISPARAGEMENT:** All parties and their agents shall refrain from making remarks to clients, other agencies or organizations, or any other person or entity, which shall be construed as disparaging to either of the parties, other subcontractors, or any other person connected with this project during the term of this contract and agreement or any renewal thereof.
13. **POLICIES/PROCEDURES/FEDERAL PRIVACY:** The Provider agrees to abide by all RHNMC policies, procedures, and rules, including but not limited to RHNMC and federal HIPAA privacy rules and regulations. RHNMC agrees to make its policies, procedures, rules and regulations and periodic updates available to the Provider.
14. **LEAVE TIME; CLINIC SERVICE TIME.** The Provider shall not be considered an employee of RHNMC in compliance with state law. However, the Provider may be allowed up to 24 hours of personal leave per year after the first six months of contract execution in the full increment of 24 hours or less. Such leave must be approved at least 30 days prior to the planned leave time by RHNMC. The Provider may also be allowed to take as much as 24 hours of sick leave for herself or her dependent(s) per year without loss of compensation. Such leave may only be taken after the first six months of the contract period.

The provider shall schedule clinic services with other staff in such a way that clinic services will fill an 8 hour work day. If services extend beyond the 8 hour period based on clinical need, the Provider will appropriately finish the service or reschedule the client for a follow-up visit. RHNMC shall not compensate the provider beyond the 8 hour workday schedule.

15. **ENTIRE AGREEMENT:** This instrument contains the entire agreement of the parties. It may not be changed orally, but only upon an agreement in writing signed by any party against whom

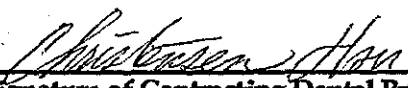
enforcement of any waiver, change, modification, extension or discharge is sought. If any provisions of this agreement shall be declared invalid and unenforceable, the remainder of this agreement shall remain in full force and effect.

16. GOVERNING AUTHORITY: The Executive Director of RHNMC, under the authority vested in him by the RHNMC Board of Directors, hereby delegates the RHNMC health services director with the authority to execute this agreement and to negotiate with the Provider in any and matters before both parties.
17. GOVERNING LAW: This agreement shall be construed, interpreted, governed, and enforced in and under the laws of the State of Florida.

THEREFORE, THE PARTIES AGREE TO THE TERMS OF THIS CONTRACT AND AGREEMENT:

 7/3/03

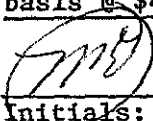
Mark L. Szurek, Ph.D., / Date
For the Rural Health Network of Monroe Co., FL, Inc.

 7/3/03

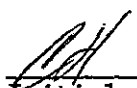
(Signature of Contracting Dental Professional/Date, "The Provider")/Date
(Please attach a copy of a current curriculum vitae, licensure and proof of current liability insurance, as applicable.)

AMENDMENT:

Both parties agree that the Provider shall perform services in accord with this agreement on and between July 16, 2003 through July 25, 2003, and on and between August 13, 2003 through August 22, 2003. The Provider will resume contract services on September 24, 2003. Compensation for these intervals shall be on a pro rata basis @ \$48/hr.

 7/3/03

Initials: RHNMC

 7/3/03

Initials: Provider

AC# 1182685

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
04/18/2003	DN-16248	23121

THE DENTIST
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA
EXPIRATION DATE: FEBRUARY 28, 2004
CHRISTENSEN SICAT HSU
24 JADE DRIVE
APT 14
KEY WEST, FL 33040



JEB BUSH
GOVERNOR

JOHN O. AGWUNOBI, M.D., M.B.A.
SECRETARY

DISPLAY IF REQUIRED BY LAW

STATE OF FLORIDA AC# 1182685
DEPARTMENT OF HEALTH
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EXPIRATION DATE: FEBRUARY 28, 2004

CHRISTENSEN SICAT HSU

Christensen Sicat Hsu
LICENSEE SIGNATURE

Certification for Human Service and Youth Organization Agreements

To: Monroe County Finance Department

From: Office of Grants Management

Re: Rural Health Network of Monroe County

May this serve to certify that the above-referenced organization has documentation that meets the conditions as stated in Section 9 'Compliance with County Guidelines' items (a) through (i):

- ☒ evidence of the organization's 501(c)(3) status;
- ☒ a list of the organization's Board of Directors of which there must be five or more;
- ☒ evidence of annual election of Officers and Directors;
- ☒ an annual audited financial report;
- ☒ a copy the organization's Corporate Bylaws, which must address the organization's mission, board and membership composition, election of officers, and so on;
- ☒ a copy of the organization's Corporate Policies and Procedures Manual which must include hiring policies for all staff, drug and alcohol free workplace provisions, equal employment opportunity provisions, and so on;
- ☒ cooperation with County monitoring visits;
- ☒ semi-annual performance reports. These reports should include performance measurements which will demonstrate the level of accomplishment of goals for which funding has been provided.
- ☒ other reasonable reports and information related to compliance with applicable laws, contract provisions and the scope of services that the County may from time to time request.

Based on the agency's compliance with these contractual conditions, I recommend payment of the requests for reimbursement.

David P. Owens
David P. Owens, Grants Administrator

10/24/03
date

AGREEMENT

Rural Health Network of Monroe County, Florida, Inc.

This Agreement is made and entered into this _____ day of _____, 2003, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as "Board" or "County," and RURAL HEALTH NETWORK OF MONROE COUNTY, FLORIDA, INC., hereinafter referred to as "Provider."

WHEREAS, the Provider is a not-for-profit corporation established for the provision of health-related services to the disadvantaged citizens of Monroe County, and

WHEREAS, it is a legitimate public purpose to provide county-wide primary health care, now, therefore,

IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. AMOUNT OF AGREEMENT. The Board, in consideration of the Provider substantially and satisfactorily performing and carrying out the duties of the Board as to providing primary health care in Monroe County, Florida, shall pay to the Provider the sum of ONE-HUNDRED, FIFTY-THOUSAND, AND NO/100 DOLLARS (\$150,000.00) for the fiscal year ending September 30, 2004.

2. TERM. This Agreement shall commence on October 1, 2003, and terminate September 30, 2004, unless earlier terminated pursuant to other provisions herein.

3. PAYMENT. Payment will be paid periodically, but no more frequently than monthly as hereinafter set forth. Reimbursement requests will be submitted to the Board via the Clerk's Finance Office. The County shall only reimburse, subject to the funded amounts below, those reimbursable expenses which are reviewed and approved as complying with Florida Statutes 112.061 and Attachment A - Expense Reimbursement Requirements. Evidence of payment by the Provider shall be in the form of a letter, summarizing the expenses, with supporting documentation attached. The letter should contain a certification statement as well as a notary stamp and signature. An example of a reimbursement request cover letter is included as Attachment B.

After the Clerk of the Board examines and approves the request for reimbursement, the Board shall reimburse the Provider. However, the total of said reimbursement expense payments in the aggregate sum shall not exceed the total amount shown in paragraph one during the term of this agreement.

4. SCOPE OF SERVICES. The Provider, for the consideration named, covenants and agrees with the Board to substantially and satisfactorily perform and

carry out the duties of the Board in providing primary health care in Monroe County, Florida.

5. RECORDS. The Provider shall maintain appropriate records to insure a proper accounting of all funds and expenditures, and shall provide a clear financial audit trail to allow for full accountability of funds received from said Board. Access to these records shall be provided during weekdays, 8 a.m. to 5 p.m., upon request of the Board, the State of Florida, or authorized agents and representatives of the Board or State.

The Provider shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General of the State of Florida, the Clerk of Court for Monroe County, an independent auditor, or their agents and representatives. In the event of an audit exception, the current fiscal year contract amount or subsequent fiscal year contract amounts shall be offset by the amount of the audit exception. In the event this agreement is not renewed or continued in subsequent years through new or amended contracts, the Provider shall be billed by the Board for the amount of the audit exception and the Provider shall promptly repay any audit exception.

6. INDEMNIFICATION AND HOLD HARMLESS. The Provider covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Provider occasioned by the negligence, errors, or other wrongful act or omission of the Provider's employees, agents, or volunteers. The provider agrees to comply with Monroe County General Insurance Requirements, as shown on Attachment C, and agrees to carry and provide evidence of the required coverages described on Attachments D through G.

7. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Provider is an independent contractor and not an employee of the Board. No statement contained in this agreement shall be construed so as to find the Provider or any of its employees, contractors, servants or agents to be employees of the Board.

8. COMPLIANCE WITH LAW. In providing all services pursuant to this agreement, the Provider shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the Provider.

9. COMPLIANCE WITH COUNTY GUIDELINES. The Provider must demonstrate and sustain compliance with:

- (a) 501(c)(3) Registration;
- (b) Board of Directors of five or more;
- (c) Annual election of Officers and Directors;
- (d) Annual provision of annual report to County;
- (e) Corporate Bylaws;
- (f) Corporate Policies and Procedures Manual;
- (g) Hiring policies for all staff;
- (h) Cooperate with County monitoring visits; and
- (i) Semi-annual performance reports to be presented to County.

10. PROFESSIONAL RESPONSIBILITY AND LICENSING. The Provider shall assure that all professionals have current and appropriate professional licenses and professional liability insurance coverage. Funding by the Board is contingent upon retention of appropriate local, state and/or federal certification and/or licensure of the Provider's program and staff.

11. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the services and/or reimbursement of services shall be amended by an agreement amendment, which must be approved in writing by the Board.

12. NO ASSIGNMENT. The Provider shall not assign this agreement except in writing and with the prior written approval of the Board, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions herein. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the Board in addition to the total agreed upon reimbursement amount for the services of the Provider.

13. NON-DISCRIMINATION. The Provider shall not discriminate against any person on the basis race, creed, color, national origin, sex or sexual orientation, age, physical handicap, or any other characteristic or aspect which is not job-related in its recruiting, hiring, promoting, terminating or any other area affecting employment under this agreement. At all times, the Provider shall comply with all applicable laws and regulations with regard to employing the most qualified person(s) for positions under this agreement. The Provider shall not discriminate against any person on the basis of race, creed, color, national origin, sex or sexual orientation, age, physical handicap, financial status or any characteristic or aspect in its providing of services.

14. AUTHORIZED SIGNATURES. The signatory for the Provider below, certifies and warrants that:

(a) The Provider's name in this agreement is the full name as designated in its corporate charter, if a corporation, or the full name under which the Provider is authorized to do business in the State of Florida.

(b) He or she is empowered to act and contract for the Provider; and

(c) This agreement has been approved by the Board of Directors of the Provider if the Provider is a corporation.

15. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand-delivered or mailed, postage pre-paid, by certified mail, return receipt requested, to the other party as follows:

For Board:

David P. Owens, Grants Administrator and
Gato Building
1100 Simonton Street
Key West, FL 33040

Monroe County Attorney
PO Box 1026
Key West, FL 33041

For Provider

Mark L. Szurek
Executive Director
Rural Health Network of Monroe County
Post Office Box 4966
Key West, FL 33041-4966

16. CONSENT TO JURISDICTION. This agreement shall be construed by and governed under the laws of the State of Florida and venue for any action arising under this agreement shall be in Monroe County, Florida.

17. NON-WAIVER. Any waiver of any breach of covenants herein contained to be kept and performed by the Provider shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Board from declaring a forfeiture for any succeeding breach, either of the same conditions or covenants or otherwise.

18. AVAILABILITY OF FUNDS. If funds cannot be obtained or cannot be continued at a level sufficient to allow for continued reimbursement of expenditures for services specified herein, this agreement may be terminated immediately at the option of the Board by written notice of termination delivered to the Provider. The Board shall not be obligated to pay for any services or goods provided by the Provider after the Provider has received written notice of termination, unless otherwise required by law.

19. PURCHASE OF PROPERTY. All property, whether real or personal, purchased with funds provided under this agreement, shall become the property of Monroe County and shall be accounted for pursuant to statutory requirements.

20. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Provider and the Board.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman




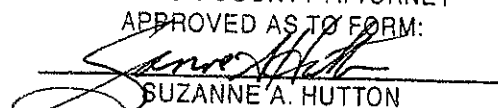
Witness

RURAL HEALTH NETWORK OF
MONROE COUNTY, FLORIDA, INC.
(Federal ID No. 65-0474953)



Witness

By 
President Mark L. Szurek, Ph.D.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 9/25/03

ATTACHMENT A

EXPENSE REIMBURSEMENT REQUIREMENTS

This document is intended to provide basic guidelines to Human Service Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from Florida Statute 112.061.

A cover letter summarizing the major line items on the reimbursable expense request needs to also contain a notarized certified statement such as:

"I certify that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners."

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

Data Processing, PC Time, etc.

The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

Payroll

A certified statement verifying the accuracy and authenticity of the payroll expense is needed. If a Payroll Journal is provided, it should include: dates, employee name, salary or hourly rate, total hours worked, withholding information and payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: check amount, check number, date, payee, support for applicable payroll taxes.

Postage, Overnight Deliveries, Courier, etc.

A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

Rents, Leases, etc.

A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

Reproductions, Copies, etc.

A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

Supplies, Services, etc.

For supplies or services ordered, a vendor invoice is required.

Telefax, Fax, etc.

A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

Telephone Expenses

A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

Travel Expenses

Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel must be submitted in accordance with Florida Statute 112.061. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. Taxis are not reimbursed if taken to arrive at a departure point: for example, taking a taxi from one's residence to the airport for a business trip is not reimbursable. Parking is considered a reimbursable travel expense at the destination. Airport parking during a business trip is not.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The County will only reimburse the actual room and related bed tax. Room service, movies, and personal telephone calls are not allowable expenses.

Meal reimbursement is: breakfast at \$3.00, lunch at \$6.00, and dinner at \$12.00. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

Mileage reimbursement is calculated at .29 cents per mile for personal auto mileage while on County business. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving from one's home to the airport for a business trip is not a reimbursable expense.

Non-allowable Expenses

The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non-sufficient check charges, penalties and fines.

ATTACHMENT B**ORGANIZATION
LETTERHEAD**

Monroe County Board of County Commissioners
Finance Department
500 Whitehead Street
Key West, FL 33040

Date _____

The following is a summary of the expenses for (Organization name) for the time period of _____ to _____.

Check #	Payee	Reason	Amount
101	Company A	Rent	\$ X,XXX.XX
102	Company B	Utilities	XXX.XX
104	Employee A	P/R ending 05/14/01	XXX.XX
105	Employee B	P/R ending 05/28/01	<u>XXX.XX</u>
(A)	Total		<u>\$ X,XXX.XX</u>
(B)	Total prior payments		\$ X,XXX.XX
(C)	Total requested and paid (A + B)		\$ X,XXX.XX
(D)	Total contract amount		\$ X,XXX.XX
	Balance of contract (D-C)		<u>\$ X,XXX.XX</u>

I certify that the above checks have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organizations_ contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

Executive Director

Attachments (supporting documentation)

Sworn to and subscribed before me this ____ day of _____ 2003
by _____ who is personally known to me.

Notary Public

Notary Stamp

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

Mark L. Szurek, Ph.D. for the
Rural Health Network/Monroe Co. warrants that he/it has not employed, retained
or otherwise had act on his/its behalf any former County officer or employee in violation of
Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of
Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County
may, in its discretion, terminate this contract without liability and may also, in its discretion,
deduct from the contract or purchase price, or otherwise recover, the full amount of any fee,
commission, percentage, gift, or consideration paid to the former County officer or employee.

MS
(signature)
Date: 10/7/03

STATE OF FLORIDA
COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Mark L. Szurek who, after first being sworn by me, affixed his/her
signature (name of individual signing) in the space provided above on this 7 day of
Oct, 2003

NOTARY PUBLIC

[Signature]

My commission expires:

OMB - MCP FORM #4

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Rural Health Network of Monroe Co., FL, Inc.

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

WC1

**MEDICAL PROFESSIONAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Rural Health Network of Monroe Co., FL, Inc.

Recognizing that the work governed by this contract involves the providing of professional medical treatment, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to the rendering of, or failure to render medical professional services under this contract.

The minimum limits of liability shall be:

\$250,000 per Occurrence/\$750,000 Aggregate

If coverage is provided on a claims made basis, an extended claims reporting period of four (4) years will be required.

MED1

**GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Rural Health Network of Monroe Co., FL, Inc.

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GL1

**VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Rural Health Network of Monroe Co., FL, Inc.

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$100,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 50,000 per Person
\$100,000 per Occurrence
\$ 25,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VL1